

AGREEMENT BETWEEN
THE OFFICE OF THE ILLINOIS SECRETARY OF STATE
AND
THE TRADE LABOR UNIONS REPRESENTING

International Union of Bricklayers and Allied Craftsmen,
Local No. 8

United Brotherhood of Carpenters and Joiners of America, Local 13

United Brotherhood of Carpenters and Joiners of America, Local #270

Operative Plasterers and Cement Masons International Association Of The United
States & Canada,
Local No. 18

International Brotherhood of Electrical Workers,
Local No. 193

International Brotherhood of Electrical Workers,
Local No. 134

Laborers International Union of North America,
Local No. 477

Laborers International Union of North America,
Local No. 1092

International Union of Painters & Allied Trades and The Painting & Decorating
Contractors Association, District Council 58/Local Union 90

Plumbers Local 130 UA

United Association of Journeymen & Apprentices of The Plumbing and Piping Industry
Of The United States & Canada, Plumbers, Steamfitters & Refrigeration Fitters, Local
No. 137

Sheet Metal Workers International Association, Local 218-S

JULY 1, 2023 THROUGH JUNE 30, 2027

TRADE LABOR UNION AGREEMENT

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ARTICLE 1 – RECOGNITION

- 1.1 The Office of the Illinois Secretary of State, hereinafter referred to as the Employer, recognizes the Unions as sole and exclusive bargaining agents in all matters pertaining to wages, hours, and working conditions for prevailing rate employees that the Unions have historically represented.
- 1.2 Work jurisdictions, which have traditionally and historically been assigned to the respective craft units, shall continue to be assigned to the respective crafts.
- 1.3 The Secretary of State agrees to abide by appropriate Master Agreements relating to the filling of foreman and general foreman positions when the required number of members are employed within the trade/craft unit. These positions will be filled in accordance with Department of Personnel Rules. If the number of trade/craft unit employees falls below the appropriate number outlined in the Master Agreement, the foreman and general foreman will be placed in the appropriate lower level position

ARTICLE 2 – HOURLY WAGE RATES

- 2.1 **WAGES RATES BASED ON PREVAILING WAGE RATES.** For those Unions identified in Exhibit A as continuing to be paid prevailing wage rates, the base hourly wage rate to be paid to employees working under this Agreement shall be equal to the base prevailing rate of hourly wages published by the Illinois Department of Labor in the applicable county. In accordance with past practice, the prevailing wage base rate shall mean the Journeyman hourly rate, Foreman hourly rate or General Foreman hourly rate as designated on the documentation from the particular union and does not include any other amounts, such a Health and Welfare or Pension, which are stated on the documentation provided.

Copies of signed Agreements between contractors or other employers and organized employee groups shall be certified to the Illinois State Department of Labor by the International Representatives of the respective Unions and shall be considered adequate proof of the prevailing rate of wages to be paid, minus the per hour costs of fringe benefits so designated by the Agreement in keeping with the past practice. As with past practice, the particular union shall send to the Department of Personnel a letter certifying the new wage rate, along with a copy of the Master Agreement and certification form provided by the Department of Personnel.

If the documentation provided by the Union, whose wage rate is based on the prevailing wage rates, indicates that the prevailing wage base rate has increased by more than 1.5% from the current prevailing wage base rate, the prevailing wage base rate shall be increased to the prevailing wage base rate indicated in the documentation, in accordance with this Agreement. If the documentation indicates that the prevailing wage base rate has increased by 1.5%, or less from the current prevailing wage base rate then the current prevailing wage base rate shall be increased by 1.5%, in accordance with the Agreement.

The effective date of changes in wage rates shall not be earlier than the first day of the quarter following receipt of certification on which proof of the wage rates, as above provided, is filed in the Office of the Department of Labor.

- 2.2 ALL OTHER WAGE RATES.** For those Unions identified in Appendix A who have opted not to use the Prevailing Wage rate, the base hourly wage rate to be paid to employees working under this Agreement shall be increased to the amounts specified in **Exhibit A**. Changes in the base hourly wage rate for these Unions shall be effective on the dates indicated in **Exhibit A**.

ARTICLE 3 – OVERTIME

- 3.1** The normal work day shall consist of eight (8) working hours in an eight (8) hour consecutive period, exclusive of a one-half (1/2) hour lunch period with core hours of work between 7:00 a.m. and 5:00 p.m. Forty (40) hours shall constitute the workweek for all employees. All overtime work performed outside of the regularly assigned hours, with the exception of Section 3.2, shall be compensated at a rate of one and one-half (1.5) the overtime hours worked, in either cash or compensatory time. The Employee may request the method of compensation, but the Employer shall determine the method of compensation.
- 3.2** With the exception of employees working a rotation shift, all overtime work on Sundays shall be compensated at a rate of two (2) times the overtime hours worked, in either cash or compensatory time, The Employee may request the method of compensation, however, the Employer shall determine the method of compensation.
- 3.3** For overtime purposes, each trade involved will have a contact list containing the names and a phone number provided by each person interested in working overtime by trade (the "Overtime List"). The Overtime List will be updated annually in December for the following calendar year. The Overtime List shall be posted in each work location.

If employees who are members of the same bargaining unit work in different buildings, overtime shall be by the building.

If the overtime is scheduled in advance then the respective Foreman or General Foreman will offer the overtime to the most senior employee on the Overtime List qualified to perform the necessary work. If the most senior employee declines the overtime, then the foreman will move down the Overtime List until the overtime need is filled. This will be done on a rotating basis.

In the event of emergency overtime after hours, the Construction and Trades Division Chief or designee will contact the most senior employee on the Overtime List qualified to perform the work. If the most senior employee fails to answer or is unavailable the Division Chief or designee will move to the next most senior person on the Overtime List and this procedure will continue until the overtime need is filled. This will be done on a rotating basis. If the overtime need is not able to be filled in this manner, the Foreman will be contacted to come into work. If the Foreman is unavailable, then the General Foreman, if available, will be required to work.

Overtime shall be distributed as equally as possible. By the 15th day of each month, the Secretary shall post a list in each workplace/building of all employees who worked overtime during the previous month, including the total number of overtime hours worked by each employee.

- 3.4** As outlined in the "Fair Labor Standards Act", accumulated compensatory time shall not exceed two hundred forty (240) hours per employee for this bargaining unit. Any overtime earned over the two hundred forty (240) hour limit must be paid in cash within three (3) pay periods. Employees may carryover up to forty (40) hours of compensatory time from one calendar year to the next.
- 3.5** Employees are encouraged to use accrued overtime within the next quarter of when it was earned. The employer will review accumulated overtime near the end of each fiscal year and determine if budget constraints allow for accumulated overtime to be paid in cash.
- 3.6** Each employee shall be assigned a work schedule between the core hours specified in Section 3.1 above; however, the standard work schedule shall be 8:00 a.m. to 4:30 p.m. The standard work schedule shall be included on all job postings and shall apply to all new hires after execution of this Agreement by the parties.

If the Employer implements a work schedule outside the standard work schedule, then such alternate work schedule shall be offered to all employees. If multiple employees request to work the alternative work schedule, then the alternative work schedule shall be assigned based on seniority (i.e., the most senior employee(s) shall be awarded the alternative work schedule(s)). If no employees request to work the alternative work schedule, then the alternative work schedule shall be assigned to the employee(s) based on inverse seniority (i.e., starting with the least senior).

Within thirty (30) days after execution of this Agreement by all parties, the Employer shall open all alternative work schedules to permit employees to select a work schedule outside of the standard work schedule of 8:00 a.m. to 4:30 p.m. As stated above, seniority shall determine which employees are assigned an alternative work schedule.

ARTICLE 4 – HOLIDAYS AND HOLIDAY PAY

- 4.1** Employees covered by this Agreement shall have time off, with full salary payment (pro-rata for intermittent/permanent part-time employees), on the following holidays or other such additional days as designated by the Secretary of State or the Governor of Illinois:

New Year's Day
Martin Luther King's Birthday Observance
Lincoln's Birthday Observance
Washington's Birthday Observance
Memorial Day Observance
Juneteenth
Independence Day
Labor Day
Columbus Day Observance
Veteran's Day Observance
Thanksgiving Day
The day after Thanksgiving Day
Christmas Eve Observance
Christmas Day

General Election Day (on which Members of the Illinois House of Representatives are elected)

- 4.2** Whenever possible, employees shall be given the normal scheduled state paid holidays off. For work assigned and performed on a state paid holiday, an employee shall be paid the regular hourly rate and be credited with two times the hours worked as holiday time off. For a holiday that falls on an employee's regularly scheduled day off, an employee shall receive one (1) day equal to a regular workday of holiday time off.

Except where reserved below, all employees in these bargaining units shall be released from scheduled work without loss of pay on December 24th when it falls on an employee's regularly scheduled work day.

- 4.3** The office reserves the right to schedule essential employees to work on December 24th with the following provisos:

- A. Employees shall earn pay at their normal rate with no bonus time except that earned by working in excess of their normal schedule; and
- B. Employees required to work shall receive credit toward like time off without loss of pay to be scheduled at the mutual convenience of the employee and the supervisor but not later than March 31st of the year following.

ARTICLE 5 – BENEFITS

Sick leave, vacation and all other fringe benefits shall be granted under the same standards as applicable to other State employees covered by the Rules of the Employer.

ARTICLE 6 – WORKERS' COMPENSATION

- 6.1** The Office of the Secretary of State will not contest nor appeal any workers' compensation claim made by any craft union member who is employed by contract with this office. This agreement not to contest or appeal such claims extends only to the issue of the craft union member's status as an independent contractor as stated in the employment contract. All other issues may be contested based upon the law and the facts applicable to the particular claim.
- 6.2** Furthermore, the Department of Personnel, within the Office of the Secretary of State, shall forward all workers' compensation claims made by craft union employees to the Office of Risk Management, within the Office of Central Management Services, pursuant to the Secretary of State's normal guidelines for employees.

ARTICLE 7 – DISCIPLINE

- 7.1 ISSUANCE.** The Secretary agrees with the tenets of progressive corrective discipline. Such actions shall be done in accordance with the policies and rules of the office, as amended. Discipline shall normally progress as follows:
- 1) 1st Written Warning
 - 2) 2nd Written Warning

- 3) Suspension
- 4) Discharge

However, the seriousness of a given offense shall determine the appropriate disciplinary action or measure imposed.

Suspensions normally progress from 3-days, 8-days, and 18-days based upon the severity of the infraction.

Discipline is subject to normal grievance procedures.

- 7.2 REMOVAL.** Any notations of written warnings imposed for tardiness or absenteeism shall be removed from an employee's official record if, from the date of the last warning, one (1) year passes without the employee receiving an additional warning or discipline for any offense. Any notations of written warnings for other causes shall be removed from the employee's record based on the above criteria after two (2) years. Any suspensions of three (3) days or less, imposed for tardiness or absenteeism, shall be removed from an employee's official record if, from the date of the last disciplinary action, two (2) years pass without another disciplinary action. Such removals shall only be done at the written request of the employee. Any written warning which could have been removed pursuant to the guidelines above yet remaining in an employee's file shall not be used for continued progressive discipline.

No disciplinary action taken for harassment or discrimination shall be removed from an employee's official record.

ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION

8.1 DEFINITION OF GRIEVANCE

A grievance is defined as any complaint or dispute between Employer and a Union or employee regarding the application or interpretation of this Agreement, including wages, hours of work, disciplinary action and discharge.

- 8.2** Grievances may be processed by the Union on behalf of itself, any employee or group of employees, or by the aggrieved employee. An employee is entitled to Union representation at each step of the grievance procedure.

- 8.3** Before a formal grievance is filed, the aggrieved employee should attempt to resolve the grievance by discussing it with his/her immediate supervisor.

8.4 GRIEVANCE STEPS

Step 1 – Immediate Supervisor:

The employee and/or Union shall present a written grievance to the employee's supervisor who is outside of the bargaining unit.

The written grievance shall be on a Department of Personnel form and shall contain a statement of the complaint, the date of the alleged violation and the specific relief sought. The form shall be signed and dated by the grievant or Union Representative. All written

grievances must be presented not later than five (5) working days from the date the grievant becomes aware of the occurrence giving rise to the complaint. The immediate supervisor shall respond in writing, to the grievant and Union, within five (5) working days from the date the grievance was filed.

Step 2 – Department Director:

In the event the grievance is not resolved at Step 1, it shall be presented in writing by the grievant, or the Union, to the Department Director within five (5) working days after the Step 1 answer, or date such answer was due, whichever is earliest. Within five (5) working days of its receipt, the Department Director may discuss the grievance with the Union, and shall render a written answer within five (5) working days thereafter to the grievant and the Union.

Step 3 – Director of Personnel:

If the grievance is still unresolved, it shall be presented by the Union or the grievant, to the Director of Personnel, in writing, within five (5) working days after receipt of the Step 2 response, or date it was due, whichever is earliest. Within five (5) working days of the Union's request to move the grievance to the third (3rd) step, the Director of Personnel, or his/her designee(s), shall discuss with the Union representative whether the matter will be reviewed on its face or if a hearing will be ordered before himself/herself, or before his designee (herein after known as Hearing Officer) who shall make a recommendation. The decision on whether the matter will be reviewed on its face or ordered for hearing shall be at the discretion of the director of Personnel or his/her designee(s). The Director of Personnel will make his/her final decision within ten (10) working days after receiving said grievance or Hearing Officer's recommendation. The Director of Personnel shall note his/her final decision and disposition of the grievance by submitting a signed copy thereof to the grievant, to the Union and to other parties thereto. The Director of personnel's final disposition of the grievance shall include sufficient factual information and findings for the Union to ascertain the logic of the decision or, at the Director's discretion, a copy of the Hearing Officer's Report and Recommendation may be submitted for the facts and logic.

Step 4 – Arbitration:

If the matter remains unresolved at Step 3, only the Union, by written notice to the Employer, within ten (10) working days after the Step 3 answer, or date it was due, may appeal the grievance to arbitration.

Once a grievance is appealed to arbitration, representatives from the Employer and the Union shall meet to mutually select an arbitrator from a list of agreed-to arbitrators. If unable to agree on an arbitrator at the meeting above, the parties shall request either a list of arbitrators from the Illinois State Labor Relations Board, or if mutually agreed upon, an arbitrator from the Illinois Department of Labor. Either party may reject a maximum of one panel of arbitrators from the Labor Board but must do so prior to any striking of names taking place. The parties shall alternately strike the names of arbitrators until one is left. A coin toss shall determine who strikes the first name. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing subject to the availability of the Employer and Union representatives. If there is a mutually agreed upon statement of the issues(s), the arbitrator shall also be notified of such in the same joint letter of above. The decision and award of the arbitrator shall be final and

binding on the Employer, the Union, and Employees. The arbitrator shall neither amend, modify, nullify, ignore, add, or subtract from the provisions of this Agreement and shall render a decision within thirty (30) days after hearing said case.

8.5 TIME LIMITS

- A) Grievances may be withdrawn at any step of the grievance procedure with prejudice.
- B) Grievances not appealed within the limits at any step will be treated as withdrawn grievances.
- C) The time limits at any step, or for any hearing, may be extended by mutual agreement of the parties involved at that step.
- D) The Employer's failure to respond within the time limits shall not result in a finding in favor of the grievant, but shall automatically advance the grievance to the next step. This automatic advancement shall not apply to arbitration.

8.6 WITNESSES AND INFORMATION

- A) The Union may request the production of specific documents, books, papers, or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.
- B) The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.
- C) The expenses of non-employees shall be borne by the party requesting that person to be a witness.
- D) Employees shall be allowed to be witnesses without loss of pay, but the party requesting said employee-witness shall bear any additional expenses involved. Any employee-witness' time away from work shall be limited to travel to and from the hearing and the actual time spent at the hearing.
- E) Either party may request and have the arbitration hearing transcribed at its own expense. If a party is going to have the hearing transcribed, it shall notify the other party of that transcription at least twenty-four (24) hours in advance of the hearing of the intent to do so. If the non-requesting party desires access to the transcript, it shall be required to share equally in the cost of the transcript.

8.7 LIMITATIONS

- A) No grievance that is filed on behalf of an individual employee during the first six (6) months of the employee's employment in the Office of the Secretary of State shall be subject to the arbitration provisions of this agreement.

- B) No grievance shall be arbitrated if that same complaint is the subject of an appeal in any other forum.
- C) No grievance regarding an oral or written warning shall be subject to the arbitration provisions of this agreement.

ARTICLE 9 – NO STRIKE OR LOCKOUT

During the term of this Agreement, there shall be no strikes, lockouts, work stoppages, slow downs or any other forms of concerted job action, and any employee engaged in such concerted job actions shall be subject to discipline.

ARTICLE 10 – CALL BACK

An employee called back to work outside of his/her regularly scheduled shift or in his/her scheduled days off shall be paid a minimum of four (4) hours pay at the applicable rate.

ARTICLE 11 – DUES AND INITIATION FEES

- 11.1 The Union and the Secretary recognize that an employee's membership in the Union is distinct from the employee's authorization to deduct dues, assessments and fees from their paycheck on behalf of the Union and that, while membership may be revoked at any time, authorized deductions may not. Upon confirmation by the Union that an employee covered by this Agreement has authorized the deduction of dues, initiation fees, assessments, and other payments for the Union, the Secretary shall deduct such amounts from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's authorization form. The Secretary shall submit such deductions to the Secretary/Treasurer for the Union at the address designated by the Union semi-monthly. Employees may authorize such deductions by any means allowable under State and federal law. To the extent permitted by law, authorized deductions may only be revoked in accordance with the terms under which the employee voluntarily authorized such deductions regardless of the employee's membership status in the Union. Dues, assessment and fee revocations will be processed by the Union. In the event an employee appropriately revokes their authorization, the Union will notify the Secretary at the close of the revocation period. The Union will submit to the Secretary a list of employees who have authorized deductions and shall provide the Secretary with verification that the employee has authorized such deductions.
- 11.2 Such authorized deductions shall be made in accordance with law and the procedures of the Comptroller. The Union shall advise the Secretary of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.
- 11.3 The Union shall indemnify and hold harmless the Secretary, its members, officers, agents, representatives, attorneys and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of any action or omission to act by the Secretary for the purposes of complying with the provisions of this Article 11, or in reliance on any list, notice, certification, information, form, affidavit or assignment furnished by or on behalf of the Union under any of such provisions.

- 11.4** No temporary, provisional or emergency employee shall be subject to dues deduction under this article.
- 11.5** The Union will provide to the Secretary verification that an employee has authorized deductions for dues, assessments, or fees. Employees may express such authorization by any legally binding means under State or federal law. The Parties acknowledge and agree that the term "written authorization" and any similar terms used in this Agreement include authorizations created and maintained by use of electronic records or signatures consistent with State and federal law.

ARTICLE 12 – AGREEMENT QUALIFICATION

- 12.1** Each Union, party to this Agreement is recognized as the exclusive bargaining agent for the unit or units it currently represents without regard to the bargaining unit or units represented by other Unions.
- 12.2** It is understood that should any provision of this Agreement be found to conflict with any law of the State of Illinois, such provision is to be considered null and void, and the remainder of the Agreement shall continue in force and effect.

ARTICLE 13 – EMPLOYEE TEMPORARY ASSIGNMENTS

- 13.1** Employees shall not be temporarily assigned from one local union jurisdiction to another for the purpose of performing their normal work, except for deliveries, unless the Local Union signatory to this Agreement and the Local Union having jurisdiction are notified of the move.

Employees temporarily assigned, in accordance with this article, shall be given at least seven-(7) days advance notice.

- 13.2** The Employer reserves the right to temporarily assign an Employee to a vacant position covered by the same craft unit, or to other duties within the same craft unit, as a result of a special project or emergency situation. While fulfilling the duties of the temporary assignment, the Employee shall receive the higher rate of pay of either the Employee's current classification, or the vacancy duties, whichever is greater.

ARTICLE 14 – UNION REPRESENTATIVES, RIGHTS AND RESPONSIBILITIES

- 14.1** The Business Manager of each respective Union, or their designee, will be permitted to visit all sites where his/her members are employed, after securing the approval of the Employer, so as not to interfere with operations, and subject to security regulations.
- 14.2** Unions will advise the Employer, in writing, of the names of the Business Managers and Stewards, their areas or representation, and shall notify the Employer promptly of any changes.
- 14.3** Stewards shall be allowed a reasonable amount of time, within the discretion of the Employer, to attend to their union duties. Under no circumstances, shall the Stewards to be discriminated against for the performance of their union duties.

- 14.4** Neither the Employer nor the Union shall interfere with the right of Employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such Employees because of Union membership or non-membership or the exercise of their lawful rights.
- 14.5** All inquiries about union membership shall be referred to the Union Representative. If any Employee requests a change in membership/dues status, the Employee will be directed to the Union.
- 14.6** The Union, its agents and representatives shall have the right to conduct a union orientation of up to one hour with newly hired Employees, on the employer's premises within the first week of employment in the bargaining unit, without charge to pay or leave time of the Employees.
- 14.7** After securing the approval of the Employer, so as not to impede normal operations, and subject to security regulations, the Union, its agents and representatives will be granted reasonable access to the employer's premises during the workday to meet with employees to investigate and discuss grievances and workplace-related complaints, as well as to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the Union, and internal matters involving the governance or business of the Union without charge to pay or leave time of Employees.

The Union shall have the right to use the employer's mailboxes, and bulletin boards to communicate with bargaining unit employees regarding collective bargaining negotiations, the administration of this Agreement, the investigation of grievances, other workplace-related complaints and issues, and internal matters involving Union governance or business.

- 14.8** At least once each month and upon request, the Secretary shall furnish each signatory Union with a complete list of the names and addresses of the public employees in the bargaining unit. The Secretary shall not be required to furnish the list more than once per pay period. At the time the Secretary provides such list, it shall also provide to the Union each employee's job title, worksite location, work telephone numbers, identification number if available, and any home and personal cellular telephone numbers on file, the employee's date of hire, work email address, and any personal email address on file with the employer. In addition, within ten (10) calendar days from the date of hire of a bargaining unit employee, the Secretary shall provide to the Union the employee's name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer. The list and other information required by this section shall be provided in Excel or MS Word format.
- 14.9** For the purposes of this Article 14, securing the approval of the employer shall mean giving as much advance notice as is reasonably possible under the circumstances to a representative of the Secretary (Division Chief or higher position). Notice may be given by telephone, by email, or in person. Approval shall not be unreasonably withheld. Any delay in approving access shall toll any applicable time period under this Article 14.

ARTICLE 15 – LAYOFF AND RECALL

15.1 Layoff Procedure:

- A) Layoffs shall be within organizational units justified by operations and approved prior to the layoff by the Director of Personnel.
- B) A proposed layoff is subject to the approval of the Department of Personnel before becoming effective.
- C) The Director of Personnel may disapprove or modify any layoff plan which results in a disproportionate impact on any protected class as defined by federal civil rights laws, judicial decisions and the Illinois Human Rights Act within the layoff unit.

15.2 Order of Layoff:

- A) The following order shall be observed in making layoffs:
 - 1) No Union employee may be laid off until all temporary, emergency, provisional and exempt employees in the same class and organizational unit are terminated;
 - 2) No Union employee may be laid off until all probationary Union employees in the same class and organizational unit are terminated.
- B) In accordance with the layoff plan submitted and approved by the Director of Personnel, the employee with the least continuous service within the employee's classification would be first, going through the employee with the most continuous service within the employee's classification. For purposes of this subsection, "continuous service" is the uninterrupted period of service from the date of original appointment to state service.

15.3 Effective Date of Layoff:

Unless extraordinary operating conditions or events are specified in the proposed layoff plan, no layoff shall be effective until ten (10) working days after the Director of Personnel's approval of the layoff plan.

15.4 Recall:

- A) Bargaining unit employees, in the classifications, shall have recall rights to the position classification from which they have been laid off, if a vacancy exists, for a period of eighteen (18) months, from the effective date of the layoff. The Employer shall maintain a recall list, by position classification, of all employees eligible for recall. The Employer shall provide the Union with a copy of such list.
- B) Employees on a recall list shall retain all years of service with the Employer and be reinstated at the time of recall with credit and retention of all prior seniority accrued, within the classification, to which the employee is recalled.

- C) Notice of recall shall be provided to the Union and employee by Certified Mail to the employee's last address on file with the Employer. It shall be the employee's responsibility to keep the Department of Personnel informed, in writing, of his/her accurate residential address. The employee shall have five (5) calendar days after receipt of such notice of recall to notify the Employer in writing of his/her intent to return to work on the date stated in the recall notice.

- D) The employee shall be dropped from the recall list, forfeit all recall rights, and his/her records will be closed with the Employer for any of the following reasons:
 - 1) the employee refuses the offer of recall,
 - 2) the employee fails to notify the Employer within the time specified herein,
 - 3) the letter of recall is returned to the Employer, or
 - 4) after acceptance of recall, the employee fails to be available for work within three (3) days.

ARTICLE 16 – UNIFORMS

If the Employer requires a designated employee group to wear uniforms, the Employer shall furnish five (5) designated uniforms for use by the employee during a week. Upon ratification, the Department shall determine for each employee, the number of uniforms that each employee has available and it deems appropriate. Where upon such review the employee is short of five (5) uniforms, the Department shall order more uniforms to meet the requirements of five (5) uniforms. The Employer retains the option of providing uniforms to additional employees as it sees a need and if the necessary funds are available. If a uniform is deemed by an employee to require replacement, then the employee shall submit a replacement request to the immediate supervisor. If the immediate supervisor agrees that the uniform warrants replacement, their recommendation shall be forwarded to the Division Chief along with the uniform to be replaced. When replacement uniforms are provided, the old uniforms must be forfeited.

The Division Chief shall then forward a recommendation to the Director of the employing department. The Director shall request replacement from Budget and Fiscal if appropriate. If funds are immediately available, the Director of Budget and Fiscal shall authorize purchase of the new uniform. If funds are not immediately available, the uniform shall be purchased from next available funds. Issued uniforms may only be worn at work or when traveling directly to and from work. Employees are responsible for keeping uniforms clean and presentable in order to maintain a respectable appearance while at work.

ARTICLE 17 – EVALUATIONS

All employees governed by this collective bargaining agreement shall be evaluated in the month of the employee's anniversary date. The evaluation shall be conducted on a form prescribed by the Employer's Department of Personnel. Employees shall be evaluated by their direct supervisors, e.g., Foreman and General Foreman. However, the procedures for evaluations as set forth by the Employer shall be followed, including that all evaluations will be reviewed and approved by the next supervisor in line and the Director (or designee) prior to submission of the evaluation to the employee.

ARTICLE 18 – DISCLOSURE OF CONVICTION

Any employee that is convicted of a criminal offense shall be required to disclose such conviction on the form prescribed by the Department of Personnel immediately following the entering of the conviction by the Court through entry of an order or due to a plea by the employee. An arrest that may impinge on the ability of an employee to perform the duties of his or her position shall also be reported in the prescribed form.

ARTICLE 19 – FILLING OF PERMANENT VACANCIES

- 19.1** A vacancy is defined as an opening which the Secretary intends to fill, and which results from various factors, such as addition of new positions and/or classifications, reassignments, promotions, bidding out or separation for any reason.
- 19.2** The Secretary will post the position on ABE intranet for five (5) work days. A copy of the entire posting will be provided to the Union at the time the position is posted.
- 19.3** The posting shall contain at least the following: The Job Title Specification, qualifications, requirements, duties and responsibilities, shift/schedule, work location, the hourly rate of pay, estimated annual pay, where the applications will be accepted and other applicable instruction, and the duration that the Secretary will accept applications. All external postings shall include the following statement: “THIS IS A BARGAINING UNIT POSITION REPRESENTED BY [NAME OF UNION]”.
- 19.4** The Secretary shall interview all qualified applicants when there are multiple qualified applicants for the position.
- 19.5** When feasible, the Secretary shall use a current state trades employee as a subject matter expert in the relevant trade during an interview.
- 19.6** If an applicant is by-passed for interview, the applicant shall receive a notice explaining the reason he/she was not interviewed.
- 19.7** All positions, approved to be filled by the Department of Personnel, will only be filled by an applicant who has completed the Department of Labor approved apprenticeship program for the craft associated with the position being filled. The Department of Personnel may require verification of such completion.
- 19.8** Upon filling a vacancy, the Employer will provide notice to the Union indicating that the vacancy has been filled at least three (3) days before the employee’s first day of employment.
- 19.9** The Secretary of State, in accordance with the Rules of the Department of Personnel, Section 420.210, as amended, shall maintain and fill positions utilizing uniform position classifications based on duties and responsibilities assigned. Class specifications are developed by the Department of Personnel and submitted to the Secretary of State Merit Commission for approval. Class specifications for positions covered under this Agreement reflect requirements equivalent to qualifications for completing apprenticeship programs for the appropriate trade/craft unit while maintaining the overall uniform position

classification system. Each Local Union Signatory to this Agreement shall notify the Department of Personnel when changes to apprenticeship programs are sufficient to justify review of the class requirements for qualification.

The Secretary recognizes the operational value of and ability to internally appoint qualified applicants for the positions of Foreman or General Foreman. Accordingly, when a Foreman or General Foreman position is vacant, if the Secretary determines that a qualified internal applicant exists, the qualified internal applicant shall be appointed. During the first ninety (90) days of the appointment the employee may be returned to his/her prior position either by the employee's own choice or by the Secretary's.

ARTICLE 20 – LIGHT DUTY

20.1 An employee who has suffered an on-the-job injury or illness shall be assigned to light duty provided the Employer determines that a suitable light duty assignment is available. Such determination shall not be arbitrary or capricious. Light duty assignments shall be subject to the following provisions:

- A) Employees shall be assigned to light duty provided that the treating physician indicates in writing that the employee can return to work in a light duty capacity and will likely be able to return to full duties.
- B) Prior to assignment to light duty, the Union Representative, the Secretary's representative, and the employee shall meet to discuss the employee's assignment. Such assignments shall be made within the limitations set by the treating physician.
- C) If the Secretary desires to change an employee's light duty tasks, it shall again meet with the employee and the Union representative to repeat the process herein as set forth in subsection B above.
- D) The employee shall receive his/her base rate of pay and benefits consistent with his/her classification and the hours worked by the employee.
- E) Employees on light duty shall not be eligible for overtime unless mutually agreed otherwise.
- F) In no case shall an employee be placed in an area that will pose health or safety risks to the employee or other staff.
- G) If an employee is assigned a task beyond the limitations set by the treating physician, the employee shall have the right to refuse such task.
- H) Light duty assignments shall be temporary in a nature and shall not be considered permanent vacancies.
- I) In the event that there are less light duty assignments available than employees who are eligible, priority shall be given on a first come/first served basis.
- J) Employees do not waive any rights to Worker's Compensation benefits by participating in the program.

ARTICLE 21 – DURATION OF AGREEMENT

This Agreement shall be effective beginning July 1, 2023, and shall continue in full force and effect through June 30, 2027. This Agreement shall continue to remain in effect after the expiration date, from year to year, until either party desires a change. In the event a change is desired, written notice shall be given to the other party, at least sixty (60) days prior to June 30, 2027, or thereafter.

SIGNATURE PAGE

The undersigned parties do hereby agree to the attached document known as "Agreement between the Secretary of State of Illinois and Prevailing Wage Unions" under which the Office of the Secretary of State recognizes those Unions whose wages and basic conditions of employment are set by the Illinois Department of Labor.

Signed this 21 day of November, 2023


For the Office of the Illinois Secretary of State:



For the respective Prevailing Wage Rate Unions:



President of the Central Illinois Building and Construction Trades Council



Bricklayers, Local No. 8



Carpenters & Joiners, Local No. 13



Carpenters & Joiners, Local No. 270



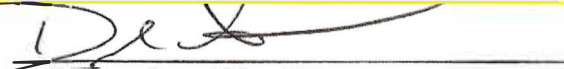
Cement Masons/Plasters, Local No. 18



Operative Plasterers/Masons, Local No. 18



Electrical Workers, Local No. 193




Laborers, Local No. 477



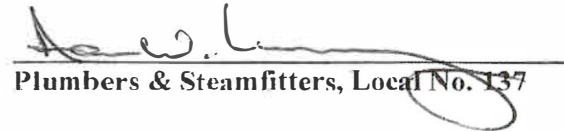
Electrical Workers, Local No. 134



Laborers, Local No. 1092



Painters, District Council 58/ Local No. 90



Plumbers & Steamfitters, Local No. 137



Sheet Metal Workers, Local No. 218-S



Plumbers Local 130 UA

SIGNATURE PAGE

The undersigned parties do hereby agree to the attached document known as “Agreement between the Secretary of State of Illinois and Prevailing Wage Unions” under which the Office of the Secretary of State recognizes those Unions whose wages and basic conditions of employment are set by the Illinois Department of Labor.

Signed this 14 day of December, 2023

For the Office of the Illinois Secretary of State:



For the respective Prevailing Wage Rate Unions:

President of the Central Illinois Building and Construction Trades Council

Bricklayers, Local No. 8

Carpenters & Joiners, Local No. 13

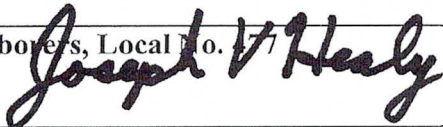
Carpenters & Joiners, Local No. 270

Cement Masons/Plasters, Local No. 18

Operative Plasterers/Masons, Local No. 18

Electrical Workers, Local No. 193

Laborers, Local No. 177



Electrical Workers, Local No. 134

Laborers, Local No. 1092

Painters, District Council 58/Local No. 90

Plumbers & Steamfitters, Local No. 137

Sheet Metal Workers, Local No. 218-S

Plumbers Local 130 UA

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The undersigned parties do hereby agree to the attached document known as "Agreement between the Secretary of State of Illinois and Prevailing Wage Unions" under which the Office of the Secretary of State recognizes those Unions whose wages and basic conditions of employment are set by the Illinois Department of Labor.

Signed this 21 day of November, 2023

For the Office of the Illinois Secretary of State:

For the respective Prevailing Wage Rate Unions:

President of the Central Illinois Building and Construction Trades Council

Bricklayers, Local No. 8



Carpenters & Joiners, Local No. 13

Carpenters & Joiners, Local No. 270

Cement Masons/Plasters, Local No. 18

Operative Plasterers/Masons, Local No. 18

Electrical Workers, Local No. 193

Laborers, Local No. 477

Electrical Workers, Local No. 134

Laborers, Local No. 1092

Painters, District Council 58/ Local No. 90

Plumbers & Steamfitters, Local No. 137

Sheet Metal Workers, Local No. 218-S

Plumbers Local 130 UA

SIGNATURE PAGE

The undersigned parties do hereby agree to the attached document known as “Agreement between the Secretary of State of Illinois and Prevailing Wage Unions” under which the Office of the Secretary of State recognizes those Unions whose wages and basic conditions of employment are set by the Illinois Department of Labor.

Signed this 21st day of November, 2023

For the Office of the Illinois Secretary of State:

For the respective Prevailing Wage Rate Unions:

President of the Central Illinois Building and Construction Trades Council

Bricklayers, Local No. 8

Carpenters & Joiners, Local No. 13

Carpenters & Joiners, Local No. 270

Cement Masons/Plasters, Local No. 18

Operative Plasterers/Masons, Local No. 18

Electrical Workers, Local No. 193

Laborers, Local No. 477

Electrical Workers, Local No. 134

Laborers, Local No. 1092

Painters, District Council 58/ Local No. 90

Plumbers & Steamfitters, Local No. 137

Sheet Metal Workers, Local No. 218-S

James F. Coyne
Plumbers Local 130 U

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Signed this 21st day of November, 2023

For the Office of the Illinois Secretary of State:

For the respective Prevailing Wage Rate Unions:

President of the Central Illinois Building and Construction Trades Council

Bricklayers, Local No. 8

Carpenters & Joiners, Local No. 13

Carpenters & Joiners, Local No. 270

Cement Masons/Plasters, Local No. 18

Operative Plasterers/Masons, Local No. 18

Electrical Workers, Local No. 193

Michael Leyden

Laborers, Local No. 477

Electrical Workers, Local No. 134

Laborers, Local No. 1092

Painters, District Council 58/ Local No. 90

Plumbers & Steamfitters, Local No. 137

Sheet Metal Workers, Local No. 218-S

Plumbers Local 130 UA

SIDE LETTER ON PAY STUBS

In negotiations for this successor collective bargaining agreement, the Prevailing Rate Unions presented a proposal seeking production of a pay stub, for each of its' members, concurrently or shortly after each pay day, which would include the employees name, address and identification number, pay period, hours worked per week, hours paid per week, the straight time and overtime rate of pay, gross pay per pay period, all deductions from the pay received, as well as the net pay per pay period and year to date. Although it is not certain that the Illinois Comptroller's Office is able to produce a paystub containing the information indicated above, the Secretary of State agrees to perform due diligence in discussing with the Illinois Comptroller's Office this option for a pay stub. If the Comptroller's Office cannot produce such a pay stub, the Secretary of State's Office agrees to explore this option with its Information Technology Department for implementation. The Secretary of State's Office agrees to provide an update to the unions who are parties to this Collective Bargaining Agreement by November 1, 2023 as to the status of its' due diligence.

EXHIBIT A

CRAFT	7/1/2023	7/1/2023	1/1/2024	7/1/2024	1/1/2025	7/1/2025	1/1/2026	7/1/2026	1/1/2027
Wage Increase (%)		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Brickmason	\$36.62	\$37.35	\$38.10	\$38.86	\$39.64	\$40.43	\$41.24	\$42.06	\$42.90
Brickmason Foreman	\$38.82	\$39.60	\$40.39	\$41.20	\$42.02	\$42.86	\$43.72	\$44.59	\$45.48
Carpenter	\$35.15	\$35.85	\$36.57	\$37.30	\$38.05	\$38.81	\$39.59	\$40.38	\$41.19
Carpenter Foreman	\$37.40	\$38.15	\$38.91	\$39.69	\$40.48	\$41.29	\$42.12	\$42.96	\$43.82
Carpenter Gen. Foreman	\$37.90	\$38.66	\$39.43	\$40.22	\$41.02	\$41.84	\$42.68	\$43.53	\$44.40
METRO Carpenter	\$53.51	PREVAILING RATE							
METRO Carpenter Foreman	\$56.01	PREVAILING RATE							
Cement Mason	\$31.80	\$32.44	\$33.09	\$33.75	\$34.43	\$35.12	\$35.82	\$36.54	\$37.27
Cement Mason Foreman	\$33.30	\$33.97	\$34.65	\$35.34	\$36.05	\$36.77	\$37.51	\$38.26	\$39.03
Electrician	\$40.22	\$41.02	\$41.84	\$42.68	\$43.53	\$44.40	\$45.29	\$46.20	\$47.12
Electrician Foreman	\$42.72	\$43.57	\$44.44	\$45.33	\$46.24	\$47.16	\$48.10	\$49.06	\$50.04
Electrician Gen. Foreman	\$43.47	\$44.34	\$45.23	\$46.13	\$47.05	\$47.99	\$48.95	\$49.93	\$50.93
METRO Electrician	\$55.09	PREVAILING RATE							
Laborer	\$31.71	\$32.34	\$32.99	\$33.65	\$34.32	\$35.01	\$35.71	\$36.42	\$37.15
Laborer Asbestos	\$34.71	\$35.40	\$36.11	\$36.83	\$37.57	\$38.32	\$39.09	\$39.87	\$40.67
Laborer Foreman	\$32.96	\$33.62	\$34.29	\$34.98	\$35.68	\$36.39	\$37.12	\$37.86	\$38.62
Laborer Gen. Foreman	\$34.96	\$35.66	\$36.37	\$37.10	\$37.84	\$38.60	\$39.37	\$40.16	\$40.96
METRO Laborer	\$50.07	PREVAILING RATE							
METRO Laborer Foreman	\$51.20	PREVAILING RATE							
Mason Tender	\$33.71	\$34.38	\$35.07	\$35.77	\$36.49	\$37.22	\$37.96	\$38.72	\$39.49
Painter	\$32.71	\$33.36	\$34.03	\$34.71	\$35.40	\$36.11	\$36.83	\$37.57	\$38.32
Painter Foreman	\$34.24	\$34.92	\$35.62	\$36.33	\$37.06	\$37.80	\$38.56	\$39.33	\$40.12
METRO Painter	\$51.55	PREVAILING RATE							
Plasterer	\$35.94	\$36.66	\$37.39	\$38.14	\$38.90	\$39.68	\$40.47	\$41.28	\$42.11
Plumber	\$45.57	\$46.48	\$47.41	\$48.36	\$49.33	\$50.32	\$51.33	\$52.36	\$53.41
Plumber Foreman	\$49.57	\$50.56	\$51.57	\$52.60	\$53.65	\$54.72	\$55.81	\$56.93	\$58.07
Plumber Gen. Foreman	\$52.07	\$53.11	\$54.17	\$55.25	\$56.36	\$57.49	\$58.64	\$59.81	\$61.01
Refrigeration & AC Repair	\$45.57	\$46.48	\$47.41	\$48.36	\$49.33	\$50.32	\$51.33	\$52.36	\$53.41
METRO Plumber	\$56.80	PREVAILING RATE							
Steamfitter	\$45.57	\$46.48	\$47.41	\$48.36	\$49.33	\$50.32	\$51.33	\$52.36	\$53.41
Tinsmith	\$38.75	\$39.53	\$40.32	\$41.13	\$41.95	\$42.79	\$43.65	\$44.52	\$45.41
Tinsmith Foreman	\$42.61	\$43.46	\$44.33	\$45.22	\$46.12	\$47.04	\$47.98	\$48.94	\$49.92